

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

BALL LAUNCHING APPARATUS

the specification of which:

(check one)

☐ is attached hereto;

☒ was filed as United States Application Serial No. 10/024,509 on December 21, 2001, and was amended on \_\_\_\_ (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

\_\_\_\_\_  
(Application Number)

\_\_\_\_\_  
(Filing Date) (day, month, year)

\_\_\_\_\_  
(Application Number)

\_\_\_\_\_  
(Filing Date) (day, month, year)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**Full name of first inventor:** Mark WOJTKIEWICZ

Inventor's signature Mark Wojtkiewicz Date 4/15/02

Residence: 18 Pinetree Drive, Lancaster, New York 14086, USA

Citizen of: USA

Post Office Address: 18 Pinetree Drive, Lancaster, New York 14086, USA

**Full name of second inventor:** Ross RUMFOLA III

Inventor's signature Ross Rumfola III Date 4/19/02

Residence: 11541 Miland Road, Akron, New York 14001, USA

Citizen of: USA

Post Office Address: 11541 Miland Road, Akron, New York 14001, USA

**Full name of third inventor:** Kevin R. SHINN

Inventor's signature Kevin R. Shinn Date 4/6/02

Residence: 2109 Grover, Westfalls, New York 14170, USA

Citizen of: USA

Post Office Address: 2109 Grover, Westfalls, New York 14170, USA

**Full name of fourth inventor:** Dave MOOMAW

Inventor's signature Dave Moomaw Date 4-30-02

Residence: 423 Oakwood Avenue, East Aurora, New York 14052, USA

Citizen of: USA

Post Office Address: 423 Oakwood Avenue, East Aurora, New York 14052, USA

Attorney Docket No: FSHR023/00US

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of Mark WOJTKIEWICZ et al.

Serial No.: 10/024,509

Examiner: Unassigned

Confirmation No.: 2191

Art Unit: 3711

Filed: December 21, 2001

For: BALL LAUNCHING APPARATUS

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Commissioner for Patents  
Washington, D.C. 20231

**POWER BY ASSIGNEE  
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☒ An assignment document, a copy of which is enclosed herewith;
- ☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel \_\_, Frame \_\_.

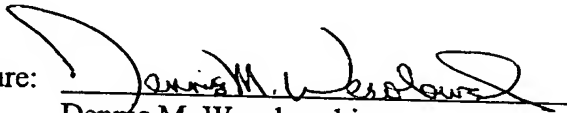
Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP  
ATTN: Patent Group  
One Freedom Square  
Reston Town Center  
11951 Freedom Drive  
Reston, VA 20190-5601  
Tel: (703) 456-8000  
Fax: (703) 456-8100

CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: May 3, 2002

Signature: 

Name: Dennis M. Wesolowski

Title: Assistant Secretary

Company: Mattel, Inc.

ASSIGNMENT  
(Joint)

Mark Wojtkiewicz, residing at 18 Pinetree Drive, Lancaster, New York 14086, USA, Ross Rumfola III, residing at 11541 Miland Road, Akron, New York 14001, USA, Kevin R. Shinn, residing at 2109 Grover, Westfalls, New York 14170, USA, and Dave Moomaw, residing at 423 Oakwood Avenue, East Aurora, New York 14052, USA (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled BALL LAUNCHING APPARATUS, and which is a:

COPY

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 10/024,509, and filed on December 21, 2001.

WHEREAS, Mattel, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Continental Boulevard, El Segundo, California 90245, USA (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or

any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

COPY

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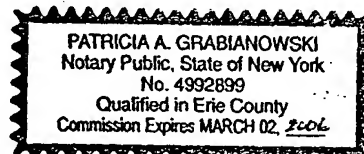
Date: 4/15/02 By: [Signature]  
Mark WOJTKIEWICZ

State of New York ss.  
County of Erie

On April 15, 2002, before me, PATRICIA A. GRABIANOWSKI, personally appeared MARK WOJTKIEWICZ, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public  
Above



Place Notary Seal

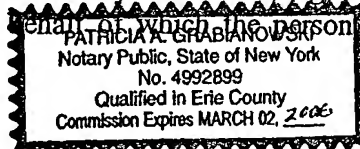
Date: 4/19/02 By: [Signature]  
Ross RUMFOLA III

State of New York ss.  
County of Erie

On April 19, 2002, before me, ROSS RUMFOLA III, personally appeared PATRICIA A. GRABIANOWSKI, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public  
Above



Place Notary Seal

Date: 4/6/02

By: Kevin R. Shinn Kevin R. SHINN

State of Ohio)

SS.

County of Wayne

On April 6, 2002, before me, Kenneth R. Sherris, personally appeared Kenneth R. Sherris, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dana J. Marty  
Signature of Notary Public  
Above

**NANCY J. MARTY**  
Notary Public, State of Ohio  
My Commission Expires 1-29-07

**Place Notary Seal**

Date: 4-30-02

By: Dave Moomaw  
Dave MOOMAW

State of New York)

SS.

County of Chester ss.

On 4-30-02, before me, PATRICA A. GRADIAKOWSKI, personally appeared Dana Noonan, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public  
Above

**Place Notary Seal**

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**PATRICIA A. GRABIANOWSKI**  
Notary Public, State of New York  
No. 4992899  
Qualified in Erie County  
Commission Expires MARCH 02, 2009

# ORIGINALITY